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UBER TECHNOLOGIES, INC.  
14 and OTTOMOTTO LLC

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

18 WAYMO LLC,  
19 Plaintiff,  
20 v.  
21 UBER TECHNOLOGIES, INC.,  
22 OTTOMOTTO LLC; OTTO TRUCKING LLC,  
23 Defendants.

Case No. 3:17-cv-00939-WHA

**UBER TECHNOLOGIES, INC. AND  
OTTOMOTTO LLC'S REPLY IN  
SUPPORT OF MOTION TO STRIKE  
WAYMO'S OPPOSITION TO  
DEFENDANTS' ADMINISTRATIVE  
MOTION TO FILE UNDER SEAL  
ACQUISITION DOCUMENTS**

1 Portions of Waymo's Opposition to Uber's Administrative Motion to File Under Seal  
 2 Acquisition Documents (Dkt. 526, 527 (redacted version)) and Uber's corresponding Motion to  
 3 Strike (Dkt. 529) are moot. On June 5, 2017, the Court:

- 4 (1) denied sealing of "any portion of the Term Sheet which Uber  
 5 previously publicly filed" (Dkt. 488-1);
- 6 (2) denied sealing of "Ex. C of the Term Sheet and its  
 Attachments," but allowed a few redactions (Dkt. 444-5);
- 7 (3) granted sealing of the remainder of the Term Sheet (Dkt. 444-5);  
 8 and
- 9 (4) denied sealing of "Indemnification Agreement" and "Post-  
 Signing Specified Bad Acts" documents (Dkt. 444-6 and 444-7).

10  
 11 (Dkt. 550 at 3-4.) On June 19, 2017, the Court granted Uber's motion for reconsideration of the  
 12 June 5, 2017 Order with respect to narrow portions of the Indemnification Agreement that  
 13 contained personal information or financial and timing terms. (Dkt. 653.) These orders render  
 14 Waymo's Opposition and Uber's Motion to Strike moot with respect to the February 22 Term  
 15 Sheet, Indemnification Agreement, and Post-Signing Specified Bad Acts document.

16 With respect to the remaining Acquisition Documents, Uber filed these documents  
 17 entirely under seal because the Court stated that "Judge Alsup wanted to see them" and Uber may  
 18 do so "obviously under the protective order." (5/25/17 Hearing Tr. at 11:22-12:9.) These  
 19 documents were not submitted in connection with any motion or issue presented before the Court.  
 20 If the Court wishes Uber to file redacted versions of these Acquisition Documents on the public  
 21 record, Uber will do so.

22 But Waymo's motion goes beyond seeking redacted versions of the Acquisition  
 23 Documents. Without any attempt at meet and confer, Waymo asks the Court to "deny [Uber's  
 24 sealing] Motion in *all respects*." (Dkt. 526-3 at 2 (emphasis added).) Waymo's request is  
 25 unnecessary gamesmanship. The Court has already declined to seal portions of the Term Sheet  
 26 "squarely relevant to the issues presently before the Court." (Dkt. 550.)

27 The Court found the remainder of the Term Sheet to contain "some confidential business  
 28 information for which sealing is appropriate." The Acquisition Documents likewise contain such

1 confidential business information, including confidential agreement terms. (Dkt. 515.) The  
2 proper procedure for Waymo would have been to challenge the confidentiality of any specific  
3 portions under the Protective Order's procedures, not file an opposition seeking to unseal *all*  
4 terms of the Acquisition Documents. *See Johnson v. City and County of San Francisco*, No. CV  
5 09-5503 JSW, 2012 WL 104635, \*3 (N.D. Cal Jan. 12, 2012) (where plaintiffs allege that  
6 specific documents were not confidential, "Plaintiffs should follow the procedures set forth in the  
7 protective order at Section Six for challenging the confidential designation of a particular  
8 document.") By asking the Court to unseal the entirety of the documents, without any  
9 consideration of Uber's confidential business information, Waymo leaves Uber with no recourse  
10 but to move to strike.

11  
12 Dated: June 21, 2017

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14 By: /s/ Arturo J. González  
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